



## **MGA REWARDS ONLINE STORE**

### **TERMS & CONDITIONS**

---

#### **1. Introduction**

- 1.1. These Terms and Conditions apply to the MGA Rewards Online Store (<https://mga.monash.edu/rewards/shop/>), operated by the Monash Graduate Association (MGA).
- 1.2. By accessing or using our store, you agree to comply with and be bound by these Terms and Conditions.
- 1.3. The MGA may update or modify these Terms and Conditions at any time without prior notice. It is the responsibility of members to review them periodically.

#### **2. Purchases**

- 2.1. All products listed on our online store are subject to availability.
- 2.2. We reserve the right to limit quantities purchased per person, per order, or per household.
- 2.3. All purchases of MGA Rewards membership are subject to MGA Rewards Membership Terms and Conditions.
- 2.4. Orders are accepted once confirmed by an order confirmation email.

#### **3. Payment**

- 3.1. Payments can be made via the payment methods displayed at checkout.
- 3.2. All payments must be completed at the time of purchase.
- 3.3. Prices are inclusive of GST (where applicable) and are subject to change without notice.
- 3.4. By completing a purchase, you confirm that the credit/debit card that is being used is yours or that you have been specifically authorised by the owner of the credit/debit card to use it. All credit/debit card holders are subject to validation checks and authorisation by the card issuer.
- 3.5. If the issuer of your payment card refuses to authorise payment to MGA, we will not be liable for any delay to purchases.
- 3.6. The MGA take reasonable care to make our site secure. All online transactions on this site are processed using a secure online payment gateway that encrypts your card details in a secure host environment.

#### **4. Collection of purchased item(s)**

- 4.1. Following the successful purchase of an item or item(s), students must visit reception at either MGA Clayton or Caulfield office to collect the purchased item(s).
- 4.2. Students may nominate another person to collect their item(s) on their behalf. By doing so, the student acknowledges and agrees that this is done at their own risk and responsibility. The MGA accepts no liability for any loss, damage, misuse, or failure to receive the items once they have been released to the nominated person. Proof of authorisation and identification may be required at the time of collection.

- 4.3. Item(s) must be collected within 3 weeks of purchase.
- 4.4. If an item is not collected within 3 weeks, the MGA will automatically issue a full refund to the original payment method.
- 4.5. It is your responsibility to
  - 4.5.1. Collect purchased item(s) within 3 weeks of purchase;
  - 4.5.2. Inspect item(s) at the time of collection and notify us immediately of any visible defects, damage or discrepancies;
  - 4.5.3. Safe transportation of goods after collection.

## **5. Refunds**

- 5.1. The MGA will make every effort to ensure that goods provided are of acceptable quality, fit for purpose, and match their description.
- 5.2. Refunds are provided for items that are:
  - 5.2.1. Not collected within 3 weeks,
  - 5.2.2. Faulty,
  - 5.2.3. Incorrect,
  - 5.2.4. Out of stock, or
  - 5.2.5. Unsafe or unfit for use.
- 5.3. Refunds will not be provided where the MGA identifies that it is not liable under section 11 of these Terms and Conditions.
- 5.4. Request for refunds for faulty items must be made via email to [mga-rewards@monash.edu](mailto:mga-rewards@monash.edu) within 14 days of pick up, accompanied by proof of purchase.
- 5.5. Once a request for refund has been approved by the MGA team, the faulty or incorrect item(s) must be brought to either MGA Clayton or Caulfield office to be returned, before the refund payment will be issued.

## **6. Exchanges**

- 6.1. Exchanges may be offered for faulty, incorrect, or damaged items.
- 6.2. Items can be exchanged for the correct, undamaged, or functional item only. Students cannot exchange items for other merchandise of equivalent value.
- 6.3. Items must be returned in their original packaging and in resaleable condition.
- 6.4. Exchanges can only be processed at either MGA Clayton and Caulfield office.
- 6.5. Exchanges are not available for change-of-mind purchases.

## **7. Privacy and Data Use**

- 7.1. By using the MGA Rewards Online Store, members consent to the MGA collecting and storing their information for program administration purposes.
- 7.2. Personal information will be handled in accordance with the MGA Privacy Regulations, Information Handling Procedure, and applicable Australian privacy laws.
- 7.3. Member details will not be shared with third parties without consent, except where required by law.

## **8. Liability**

- 8.1. To the maximum extent permitted by law, our total liability is limited to the replacement or refund of the item only.
- 8.2. The MGA is not liable for:
  - 8.2.1. damage to goods occurring after collection;
  - 8.2.2. loss or damage caused by your failure to follow any instructions we provide;
  - 8.2.3. normal wear and tear;
  - 8.2.4. damage caused by misuse, abuse, accident or negligence;
  - 8.2.5. failure to properly maintain goods;

- 8.2.6. any modifications or repairs carried out by you or third parties without our authorisation;
- 8.2.7. indirect or consequential losses or expenses.
- 8.3. You agree to indemnify and hold us harmless from any claims, demands, losses, damages, costs and expenses (including legal fees) arising from:
  - 8.3.1. your breach of these Terms and Conditions;
  - 8.3.2. your misuse of goods purchased from us;
  - 8.3.3. your negligence or wilful misconduct; or
  - 8.3.4. any claim by a third party arising out of your use of the goods.
- 8.4. No part of these Terms and Conditions excludes, restricts, or modifies any existing legal protections offered to you under Australian consumer law or other applicable laws.

## **9. Contact information and complaints**

- 9.1. For questions or concerns regarding orders, payments, refunds, or exchanges, please contact: [mga-rewards@monash.edu](mailto:mga-rewards@monash.edu).
-